



REQUEST FOR PROPOSAL BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	UAPB A186	Solicitation Issued:	March 11, 2024
Description:	Athletic Website Service	Type of Contract:	Term
Agency:	The University of Arkansas at Pine Bluff		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	April 11, 2024	Bid Opening Time:	11:00 a.m., CST
<p>Deliver proposal submissions for this Request for Proposal to UAPB Procurement Office on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit proposals at the designated location on or before the proposal opening date and time. Proposals received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to UAPB.</p>			

DELIVERY OF RESPONSE DOCUMENTS			
Submit To:	UAPB Procurement Department P.O. Box 4979	F.O.B.	UAPB Warehouse 1200 North University Drive Hazzard Gym/Annex Building Pine Bluff, Arkansas 71601
Messenger:	1200 N. University Drive Office of Procurement Administration Bldg., Room 102 Pine Bluff, Arkansas 71601		
<p>Delivery providers, USPS, UPS, and FedEx deliver mail to UAPB street address on a schedule determined by each individual provider. These providers will deliver to UAPB based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries. Late bids- bids enroute, bids left at locations other than the Office of Procurement by special carrier or other will not be considered if they are not in the Office of Procurement by or before the time as indicated on this IFB document as "Bid Opening Date and Time."</p>			
Proposal's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> Solicitation number Date and time of bid opening Prospective Contractor's name and return address 		

THE UNIVERSITY OF ARKANSAS AT PINE BLUFF PROCUREMENT CONTACT INFORMATION			
UAPB Official:	Alisha Lewis	Official Phone Number:	(870) 575-8735
Email Address:	lewisal@uapb.edu	Official Fax Number:	(870) 575-4647
UAPB Website:	http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 INTRODUCTION AND BACKGROUND

The University of Arkansas at Pine Bluff is issuing this Request for Proposal (RFP) to solicit proposals for a term contract for Athletic website services to provide fans and potential recruits with game previews, recaps schedules, scores, live, on-demand audio and video services.

The University of Arkansas at Pine Bluff is a public comprehensive HBCU 1890 Land-Grant Institution. The University embraces its land-grant mission of providing cutting edge research, teaching, outreach, and service programs that respond to the social and economic needs of the state and region.

Its mission is to promote and sustain excellent academic programs that integrate quality instruction, research, and student learning experiences responsive to the needs of a racially, culturally, and economically diverse student population. Ultimately, the University is dedicated to providing access and opportunity to academically deserving students and producing graduates who are equipped to excel through their contributions and leadership in a 21st century national and global community.

The mission of the Department of Athletics at the University of Arkansas Pine Bluff is to provide a competitive intercollegiate sports program, which is in concert with the mission of the University, and to provide a quality education to all students. The University has a long history of excellence in promoting athletic competition, academic achievement, and personal development in a supportive academic environment.

The Department strives to maintain this legacy by producing championship caliber teams and players while providing all student athletes with the opportunity and resources to reach the highest potential in all areas of their lives. The University and the Department of Athletics are committed to the continuing practices of equitable and fair treatment of all students, staff, including women and minorities.

Emphasis is placed on developing in each student-athlete an appreciation for fair play, good sportsmanship, and a higher level of self-esteem. Pride and respect for the program and the University is actively promoted.

1.2 TYPE OF CONTRACT

- A. As a result of this RFP, the Department intends to award a contract to a single contractor.
- B. Term Dates. The original term (Original Term) of the Contract shall commence on **May 1, 2024**, and shall continue until **April 30, 2028**, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Ark. Code Ann. § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (Total Possible Term) beyond the Contract's Original Term, as defined in the following paragraph.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by UAPB for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

1.3 SOLICITATION SCHEDULE

For informational purposes, a Solicitation Schedule is provided below; however, dates listed and noted with an asterisk (*) are anticipated dates only and are subject to change at the discretion of the University.

ACTIVITY	DATE
RFP Release to Prospective Contractors	March 11, 2024
Deadline for Prospective Contractor Questions	March 26, 2024, 12:00 P.M. CST
Deadline for UAPB to respond to questions	March 29, 2024, 4:00 P.M. CST
Proposal Due Date	April 11, 2024, 11:00 A.M.
ALC Review*	TBD
Award Contract*	MAY 1, 2024

1.4 ISSUING AGENCY

UAPB, as the issuing office, is the sole point of contact throughout this solicitation process.

1.5 PROPOSAL LOCATION

Bids will be opened at the following location:

UAPB PROCUREMENT OFFICE
1200 North University Drive, Admin. Bldg., Room 102
Pine Bluff, AR 71601

1.6 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor must unconditionally accept all requirements in the Requirements Section(s) of the RFP to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this RFP.

1.7 DEFINITION OF TERMS

- A. The UAPB Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Request for Proposal", "RFP", "Bid Solicitation," and "Solicitation " are used synonymously in this document.
- F. "Responsive proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this RFP.

- G. "Proposal Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a proposal response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.
- I. "UAPB" means the University of Arkansas at Pine Bluff. When the term "UAPB" is used herein to reference any obligation of the university under a contract that results from this solicitation, that obligation is limited to UAPB agency using such a contract.
- J. "University" or "Owner" Shall be interpreted to mean the **University of Arkansas Board of Trustees acting for and on behalf of the University of Arkansas at Pine Bluff**

1.8 **RESPONSE DOCUMENTS**

- A. All proposals must be typewritten in single spaced, size 11 Arial or Times New Roman font on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with appropriated binding and tabs that index each section. Margins shall be set at 1" on all sided of the pages. Pages must be numbered.
 - 1. The following items are Proposal Submission Requirements and **must** be submitted in the original Technical Proposal Packet
 - a. Original signed *Proposal Signature Page*. (See *Technical Proposal Packet*.)
 - b. One (1) original hard copy of the proposal response which includes:
 - i. Technical Proposal response to the information for Evaluation section included in the Technical Proposal Packet. **Proposal response must be in the English language.**
 - ii. Response to the Official Bid Price Sheet. Pricing must be proposed in the U.S. dollars and cents
 - c. One (1) original hard copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - 2. The following items should be submitted in the original *Bid Response Packet* as a hard copy and as an electronic copy, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Bid Price Sheet*,
 - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #27. Disclosure*.)
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. Signed addenda, if applicable
 - e. W-9 Form
 - f. Combined form for Boycotts and Illegal Immigrant Certification
 - 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. **Additional Copies and Redacted Copy of the Technical Proposal Packet and Official Bid Price Sheet**
In addition to the original Technical Proposal Packet and the Official Bid Price Sheet, the following items should be submitted.

1. Additional Copies of the Technical Proposal Packet

- a. Four (4) complete hard copy (marked "COPY") of the Technical Proposal Packet.
- b. One (1) electronic copy of the Technical Proposal, preferably on flash drive and in PDF format. CDs will also be acceptable. Do not send electronic copies via email or fax.
- c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy governs.
- d. If UAPB requests additional copies of the proposal, the copies **must** be delivered within the timeframe specified in the request.

2. Additional Copies of the Official Bid Price Sheet

- a. Prospective Contractor should also submit one (1) electronic copy of the Official Bid Price Sheet, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax.
 - i. The Official Bid Price Sheet, including the hard copy and electronic copy, **must** be separately sealed from the Technical Proposal Packet and should be clearly marked as "Pricing". Prospective Contractor **shall not** include any pricing in the hard copies or electronic copies of their Technical Proposal Packet.

3. One (1) redacted (marked "REDACTED") copy the original Technical Proposal Packet, preferably on a flash drive and in PDF format. A CD will also be acceptable. Do not send electronic copies via email or fax. (See Proprietary information.)

4. CLARIFICATION OF BID SOLICITATION

- a. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before 3/26/2024 to the UAPB official as shown on page one (1) of this *Bid Solicitation*.
 - i. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - ii. Prospective Contractors' written questions will be consolidated and responded to by UAPB. If Prospective Contractor questions are unclear or non-substantive in nature, UAPB may request clarification of a question(s) or reserves the right not to respond to that question(s).
- b. The Prospective Contractor should notify the UAPB official of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- c. Prospective Contractors may contact the UAPB official with non-substantive questions at any time prior to the bid opening.
- d. An oral statement by UAPB will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by UAPB.
- e. Prospective Contractors entering into a contract with UAPB **shall** comply with all the terms and conditions contained herein.

5. SUBCONTRACTORS

- a. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet*.
- b. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- c. The utilization of any proposed subcontractor is subject to approval by UAPB.

6. PRICING

- a. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- b. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- c. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

7. PRIME CONTRACTOR RESPONSIBILITY

- a. A single Prospective Contractor **must** be identified as the prime Contractor.
- b. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to UAPB for the performance thereof.

8. INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
 - The prices in the bid have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.14 RESERVATION

This invitation does not commit **UAPB** to pay any cost incurred in the preparation of bids. Further, **UAPB** reserves the right to accept or reject any or all bids or any part of a bid in the best interest of the agency. We further reserve the right to award this bid "**All or None**" whichever is in the best interest of the University to do so. Bids which fail to comply fully with any provisions of the specifications and bid documents will be considered invalid and will not receive consideration.

1.15 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of UAPB and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in UAPB competitive bidding process, UAPB may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If UAPB deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. UAPB has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.16 **CAUTION TO PROSPECTIVE CONTRACTORS**

- a. Prior to any contract award, address all communication concerning this *Bid Solicitation* through UAPB official. **UAPB will not be responsible for any oral explanations, assumptions or interpretations about this bid. Submit a written request for an interpretation or correction thereof not later than five (5) working days before the bid will be opened.**
- b. Do not alter any language in any solicitation document provided by UAPB.
- c. Do not alter the Official Bid Price Sheet.
- d. All official documents and correspondence related to this solicitation become part of the resultant contract.
- e. UAPB has the right to award or not award a contract, if it is in the best interest of the University to do so.
- f. As requested, provide clarification regarding Prospective Contractor's bid response to UAPB.

- g. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.

1.17 **REQUIREMENT OF ADDENDUM**

1. Only an addendum written and authorized by UAPB will modify this *Bid Solicitation*.
2. An addendum posted within three (3) calendar days prior to the bid opening **may extend** the bid opening and may or may not include changes to the Bid Solicitation.
3. The Prospective Contractor is expected to check the UAPB website, http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx, for any and all addenda up to bid opening.

1.18 **AWARD PROCESS**

A. Successful Contractor Selection

1. Award will be made to the individual or firm who receives the highest score from the selection criteria and who is responsive to all other terms and conditions of this proposal. Cost is not the only basis for award.

B. Negotiations

1. If UAPB so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of UAPB.
2. If negotiations fail to result in a contract, UAPB may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time UAPB decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on UAPB website at http://www.uapb.edu/administration/finance_administration/purchasing/bids.aspx.
2. The anticipated award **will be posted for a period of fourteen (14) days** prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and **a contract will not be issued prior to the end of the fourteen-day posting period**.
3. UAPB may waive the policy of Anticipation to Award when it is in the best interest of the University.
4. It is the Prospective Contractor's responsibility to check the UAPB website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to UAPB approval processes which may include Legislative review.
2. The UAPB Procurement Official will be responsible for award and the Vice Chancellor for Finance and Administration or his/her designee will be responsible for administration and contract compliance.

1.19 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.20 MINORITY AND WOMEN-OWNED BUSINESS POLICY

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.21 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.

C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.

D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.22 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.

B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.23 RESTRICTION OF BOYCOTT OF ISRAEL

A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.

C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.24 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.25 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the University is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the University for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display

appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.

- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.26 COMPLIANCE WITH UAPB TECHNICAL CURRENT PROGRAM

General Statement or Points to include/remember:

The university's Student Information System (SIS) current enterprise system is Ellucian Colleague and the learning management system is Blackboard Learn. The software/application solution should support multiple platforms, devices, and browsers. The maintenance and upgrades of the software/application will be the responsibility of the successful bidder. The system needs to be user friendly and **Does NOT override current security controls**.

- User friendly, straight forward, secure authentication process
- Application must integrate with present LDAP Microsoft Active Directory

1.27 PUBLICITY

A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.

B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.28 RESTRICTION OF BOYCOTT OF ENERGY, FOSSIL FUEL, FIREARMS AND AMMUNITIONS INDUSTRIES

In accordance with Ark. Code Ann. § 25-1-1002, Respondent hereby certifies to UA that Respondent: (a) is not currently engaged in a boycott of the energy, fossil fuel, firearms, and ammunition industries; and (b) agrees for the duration of any Contract not to engage in any boycott of the energy, fossil fuel, firearms or ammunition industries. The preceding does not apply to: (i) a financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A), (ii) an agreement with a total potential value of less than \$75,000, or (iii) a contract under which the Contractor's price for the goods or services is at least 20% less than the lowest certifying business.

1.29 CERTIFICATION OF NON-SCRUTINIZED COMPANY

The Respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the Respondent or hold a majority interest in the Respondent. Respondent further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary, or affiliate of Respondent, or in a subcontractor to be employed by Respondent.

1.30 RESERVATION

This proposal does not commit **UAPB** to pay any cost incurred in the preparation of proposals. Further, **UAPB** reserves the right to accept or reject any or all proposals or any part of a proposal in the best interest of the University. Proposals which fail to comply fully with any provisions of the specifications and proposal documents will be considered invalid and will not receive consideration.

1.31 AGENCY EMPLOYEES AND AGENTS

Contractor shall be responsible for the acts of its employees and agents while performing services pursuant to the terms of any Contract. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the UAPB premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by Contractor or any of its agents or employees. Contractor's employees shall conduct themselves in a professional manner and shall not use UAPB's facilities for any activity or operation other than the operation and performance of services as herein stated. UAPB reserves the right to deny access to any individual. The following conduct is unacceptable for Contractor's employees and agents: foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness. Contractor shall

require standard criminal background checks on all employees of the Contractor's business in advance of the performance of any on-campus duties. Employees whose background checks reveal felony convictions of any type are to be either removed from all support activities on the UAPB campus or reported to UAPB for review and approval in advance of the performance of any on-campus duties.

1.32 TOBACCO FREE CAMPUS

Smoking and the use of tobacco products (including cigarettes, e-cigarettes, cigars, pipes, smokeless tobacco, and other tobacco products), by students, faculty, staff, contractors, and visitors, are prohibited at all times on and within all property, including buildings, grounds, and facilities, owned or operated by UAPB, including all vehicles on UAPB property.

1.33 FUNDING OUT CLAUSE

If, in the sole discretion of UAPB, funds are not allocated to continue any resultant Contract, or any activities related herewith, in any future period, then UAPB will not be obligated to pay any further charges for services, beyond the end of the then current period. Contactor will be notified of such non-allocation at the earliest possible time. No penalty shall accrue in the event this section is exercised. This section shall not be construed so as to permit UAPB to terminate any Contract awarded in order to acquire similar service from a third party.

1.34 PERMITS/LICENSES AND COMPLIANCE

Contractor covenants and agrees that it shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of obligations under this RFP, and shall post or display in a prominent place such permits and/or notices as required by law. Contractor is responsible for compliance with all applicable laws and regulations, including but not limited to, OSHA requirements as well as any Fair Labor Standards Act requirements pertaining to compensation of Contractor's employees or subcontractor (if any) working on the project; further, upon request, Contractor shall provide copies of all such permits or licenses to UAPB.

1.35 CAMPUS RESTRICTIONS

Contractor shall not permit tobacco, electronic cigarettes, alcohol, or illegal drugs to be used by any of its officers, agents, representatives, employees, subcontractors, licensees, partner organizations, guests or invitees while on the campus of UAPB. Respondent further agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees to bring any explosives, firearms or other weapons onto the campus of UAPB, except to the extent expressly permitted by UAPB policies and the Arkansas enhanced concealed carry laws. Respondent shall not allow any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees that are registered sex offenders to enter the campus of the University. Respondent agrees that it will not permit any of its officers, directors, agents, employees, contractors, subcontractors, licensees, partner organizations, guests or invitees who have been convicted of a felony involving force, violence, or possession or use of illegal drugs to work on this campus. Respondent will fully comply with all applicable UAPB policies, and federal, state and local laws, ordinances, and regulations.

1.36 BACKGROUND CHECKS

Contractor shall be responsible to obtain and to pay for background checks (including, but not limited to, checks for registered sex offenders) for all individuals performing any services related to this RFP on the UAPB campus, whether on a paid or volunteer basis, in a manner requested by UAPB and consistent with procedures established by UAPB for its background checks. No person may perform any duties or services for Contractor on the UAPB campus under any circumstances whatsoever until a satisfactory background check has been completed for each individual and copies furnished to UAPB.

1.37 NO ASSIGNMENT AND SUBLICENSING

Respondents may not assign or sublicense any resulting Contract without the prior written consent of an authorized representative of UAPB as provided by UAPB's Board of Trustee Policy.

1.38 BEST AND FINAL OFFER

UAPB reserves the right to request an official "Best and Final Offer" from Bid Respondents if it deems such an approach is in the best of the institution. In general, the "Best and Final Offer" will consist of an updated cost Proposal in addition to an opportunity for the Respondent to submit a final response to specific questions or opportunities identified in subsequent discussions related to the original Proposal response submitted to UAPB. If UAPB chooses to invoke a "Best and Final Offer" option, all responses will be re-evaluated by incorporating the information as requested in the official "Best and Final Offer" document, including costs and answers to specific questions presented in the document. The specific format for the official "Best and Final Offer" request will be determined during evaluation discussions. The official request for a "Best and Final Offer" will be issued by the UAPB Procurement Department.

SECTION 2 – REQUIREMENTS

- ***Do not provide responses to items in this section unless specifically and expressly required.***

2.1 SCOPE OF WORK

The University of Arkansas at Pine Bluff (UAPB) seeks to contract for with a company that will be able to design, develop and provide technical support for all new UAPBLionsroar.com and potential microsites. This contractor shall include development of mobile applications that would elevate the University of Arkansas digital brand.

2.2 DESIGN AND DEVELOPMENT OF WEBSITE

The Athletic Department seeks to have a website that able to respond/adapt the design/layout based on the user device. Creating consistent user experience across all devices is crucial to the grown and success of www.UAPBLionsRoar.com .

Below are some of the page templates but are not limited to that will need to be created with the expectation of possible addition/subtractions during the design and development process:

1. Homepage
2. Team Landing Pages
3. Facilities (Showcasing each venue and major department unit)
4. News Archives
5. News Articles
6. Static Content Page Side with sidebar
7. Schedule
8. Team Roster
9. Coaches Biographies
10. Staff Directory
11. Team and Player Stats
12. Live Stats
13. Social Media Integration
14. Video Integration
15. Upload up to 5GB of video content directly website platform

2.3 CONTENT MANAGEMENT SYSTEM

The Athletic department seeks to have a custom CMS developed to operate www.UAPB Lionsroar.com.

Below is a list of preferred features that could be agreed upon during the development process to improve functionally and efficiency:

1. Ability to access CMS from any cellular devices, computer, or laptop devices
2. Ability to create user profiles to grant access to specific parts of the CMS (Student profiles, marketing profiles and communication profiles.)
3. Ability to tag articles with related content-stats, photo gallery, HD video etc.
4. Ability for CMS to check the text of an article and auto-tag players and coaches
5. Options to roll over a team rosters from year to year
6. Have the ability to transfer data and stats over to the conference server once the games are finalized.

7. Have the capability to work with DataSkive to submit a game XML when the game is finalized to create a report.
8. Ability to link content to a specific schedule event (game) preview, article, recap article, video highlights, live video, and live stats.
9. Ability to create schedules with direct hyperlinks to a third party video streaming source (ESPN3)
10. Ability to add a www.UAPBLionsroar.com watermark to uploaded photos

2.4 MOBILE APPS

The mobile applications should include the following but not limited:

1. Applications for iPhone, iPad, Laptop, and Android devices
2. Send automated messages and detailed reports to devices

2.5 LIVE AND ON DEMAND HD VIDEO AND AUDIO

This system should be able to transcode all high-definition video and audio for playback on any device.

Some preferred features include but not limited to:

1. Ability to transcode different bitrate versions and deliver the optional video to the end user base on their internet connection speed
2. System to include analytics
3. Use of a CDN to provide the best live and on-demand video performance possible

2.6 CONTRACTOR'S RESPONSIBILITIES

1. The Contractor shall be responsible for providing support 24 hours a day, 365 days of the year. The support would include but not be limited to the following:
 - A. Website Performance (Server and CDN)
 - B. Content Management training, problem solving
 - C. Live Audio and HD Video
2. On-campus training sessions prior to website launch
3. All required documents listed under section 1.8

2.6 CONTRACT PERIOD/TERMINATION

- A. The Athletic Director and the Contractor will review the contract before the end of the initial term and each annual renewal term. Depending upon the findings in the review process, the contract may be extended for additional periods of one (1) year each, but not to exceed six (6) annual renewal periods. **UAPB reserves the right to change or modify requirements and/or specifications by mutual agreement with the Contractor. Such agreement shall be reduced to writing and made a part of this contract by the Vice Chancellor for Finance and Administration or her designee and the UAPB Procurement Official at the time of the Annual Renewal.**

The following conditions shall be deemed good and sufficient reasons (however, not exhaustive) for termination of service awarded under these specifications:

1. Failure to meet stated goals in a timely manner in UAPB's opinion.
2. Failure to comply with any other mandatory requirements once a contract is established.
3. The contract resulting from this RFP may be terminated by UAPB for convenience by furnishing the Contractor thirty (30) days written notice of termination.
4. The Contractor may terminate this Agreement and its representation of UAPB if UAPB's level of cooperation or lack of performance make it impossible for the Contractor to meet the obligations under this Agreement. UAPB may terminate this Agreement at any time subject to UAPB's obligation to pay Contractor for services already due and owing pursuant to this Agreement.
5. "Should UAPB terminate this Agreement after executive and commencement by Contractor for any reason other than substantial non-performance by Contractor, UAPB will pay Contractor the reasonable value of services performed to the date of termination together with documented costs expended or incurred and Contractor shall deliver to UAPB the work product performed as of the date of termination.

2.7 CONTRACTOR'S INSURANCE REQUIREMENT

- A. Successful Contractor must provide and maintain during the life of the contract and any renewals a certificate of insurance indicating the type and amount of insurance provided. Insurance coverage are outlined **under item #2.19 B this document.**
1. The Certificate of Insurance shall be furnished to the University of Arkansas at Pine Bluff prior to the issuance of the purchase order to commence services.
 2. The policy shall be written by a Casualty Company authorized to do business in the State of Arkansas. Company must have an A.M. Best Rating of "A" VII or better.
 3. The Certificate of Insurance shall show the agent's signature, business name, address and telephone number and be submitted to the UAPB Office of Procurement, prior to contract award.
 4. It must carry a 30-day notice of cancellation clause.
 5. The certificate must be current and bare the name of the University of Arkansas Board of Trustees acting on behalf of the University of Arkansas at Pine Bluff as the Certificate Holder. It must also indicate in the description of the exact name of this project and the amount, bid which will indicate that this certificate is valid for this project.
 6. In the event that the bidder fails to maintain and keep in force product liability insurance, commercial general liability insurance, automobile and worker's compensation insurance, the University **shall have the right to cancel and terminate the agreement immediately and without notice.**

B. The bidder shall purchase and maintain such insurance as will protect him from claims set forth which may arise out of or result from the bidder's operation under this contract, whether such operations be by himself or by anyone directly or indirectly employed by any of them or by anyone for whose acts many of them may be liable.

- Workers Compensation: As required by the State of Arkansas. Additionally, the Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than \$100,000 each accident, \$500,000 disease, and \$100,000 disease each employee.
- Comprehensive General Liability, with no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, products liability, contractual liability, and property damage liability.
- Comprehensive Automobile Liability, with no less than combined coverage for bodily injury and property damage of \$1,000,000 each occurrence.

PERFORMANCE BASED CONTRACTING

Act 557 of 2015 of the Arkansas Legislature requires that all contracts \$100,000 or greater have included in the proposal document, performance standards for monitoring and evaluating project.

<p style="text-align: center;">Adherence to University Requirements</p>	<p style="text-align: center;">Reference standard terms, conditions, and all articles of RFP</p>	<p>Termination of Contract: Reference section 2 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas at Pine Bluff</p>
<p style="text-align: center;">Scope of Services</p>	<p style="text-align: center;">Reference Sections 1 & 2 of RFP: Description, Overview and Scope.</p>	<p>Termination of Contract: Reference section 2 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas at Pine Bluff</p>
<p style="text-align: center;"><u>Specifications, Goals and Deliverables</u></p>	<p style="text-align: center;"><u>Reference section 2 of RFP: Specifications/Qualifications and Deliverables.</u></p>	<p><u>Termination of Contract:</u> Reference section 2 of RFP. This termination clause will apply for insufficient performance of services by vendor at the sole discretion of the University of Arkansas at Pine Bluff</p>

SECTION 3 – GENERAL CONTRACTUAL ITEMS

- ***Do not provide responses to items in this section.***

3.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

**Accounts Payable/Controller's Office
1200 North University Drive
Mail Slot 4984
Pine Bluff, AR 71611-2799
Phone: (870) 575-8912**

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the UAPB. Payments will be paid to the bidder by UAPB thirty (30) calendar days after approval by the requesting department and receipt of invoice. Invoice in triplicate must be sent to the University of Arkansas at Pine Bluff.
- C. Do not invoice UAPB in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice UAPB by an itemized list of charges. UAPB Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.

3.2 GENERAL INFORMATION

A. UAPB will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the University upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.

- e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving UAPB **must** take place in Jefferson County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a UAPB Procurement Official.

3.3 **CONDITIONS OF CONTRACT**

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

3.4 **STATEMENT OF LIABILITY**

- A. UAPB will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. UAPB will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to UAPB will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and UAPB will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as UAPB waiver of its right of sovereign immunity. The Contractor agrees that any claims against UAPB, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

3.5 **RECORD RETENTION**

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.6 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The Contractor **must** provide to UAPB a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. UAPB has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. UAPB has the right to approve or deny the request.

3.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and UAPB has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.8 **CONTRACT INTERPRETATION**

Should UAPB and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

3.9 **CANCELLATION**

- A. For Cause. UAPB may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, UAPB will advise the Contractor in writing of the reasons why UAPB is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to [minor amendments](#) to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. UAPB may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the University has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.10 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 4 – CRITERIA FOR SELECTION

Evaluation and Selection Process

It is the intent of UAPB to award a Contract to the Respondent(s) deemed to be the most qualified and responsible firm(s), who submits the best overall Proposal based on an evaluation of all Proposal responses. Selection shall be based on UAPB assessment of the Respondent's ability to provide adequate service, as determined by the evaluation committee elected to evaluate proposals. UAPB reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal or Proposals deemed most favorable to UAPB. Where Contract negotiations with a Respondent do not proceed to an executed Contract within a time deemed reasonable by UAPB (for whatever reasons), UAPB may reconsider the Proposals of other Respondents and, if appropriate, enter into Contract negotiations with one or more of the other Respondents. Proposals shall remain valid and current for the period of ninety (90) days after the due date and time for submission of Proposals. Each Proposal will receive a complete evaluation and will be assigned a **score of up to 150 points based on the following items.**

Selection of the successful contractor will be determined in committee by evaluation of several factors:

1. **Preliminary Evaluation**-assignment of tentative rating points by individual selection committee member.
2. **Final evaluation**-assignment of final rating points by full selection committee.

Bidders should address each item listed as point scoring criterion in this section to be assured a complete evaluation.

The following is a summary of evaluation factors with point value assigned to each. These, along with the general requirements, will be used in the evaluation of vendor proposals.

A. HISTORY AND PAST PERFORMANCE

50 POINTS

Bidder must provide information to be used to evaluate the following:

- **References:** Bidder must attach a list of references where he/she has provided this or similar service before. **Bidder must include:** Contact person's name, phone, fax number, e-mail, complete address, and the name of the entity.
- **Letters from three (3) clients** for whom the Bidder is or has currently provided evaluation service, which indicates that the Bidder's service is fair, good, or excellent. The letters must be signed by the Manager or other person responsible for the service and include a daytime phone number for this contract person, also.
- **Previous Project Narrative Description:** For those projects that are included as evidence of the "Contractor's Qualification and Experience", provide a narrative description of the work performed, the time period of the project, the scheduled and actual completion dates, the contractor's responsibilities and a customer reference (including a current telephone number and fax number).

B. LEVEL OF RESPONSIVENESS TO RFP

60 POINTS

- How well did the bidder respond to Requirements?
- Did bidder submit the appropriate number of response documents as requested (**Ref. General Information Section of this bid**)?
- Has the authorized signature page been completed?
- Bidder should be creative with his/her proposal and state those services which his/her company shall offer UAPB which are above and beyond what is herein called for which may contribute to the betterment of this service and which will be at no additional cost to the University.

C. EXTRA POINTS**10 POINTS**

Bidder should be creative with his/her proposal and state those services which his/her company shall offer UAPB which are above and beyond what is herein called for which may contribute to the betterment of this service and which will be at no additional cost to the University.

D. COST**30 POINTS**

Points shall be assigned as follows:

See Costing Section of this bid for detail on cost requirements

- Remaining bids shall receive points in accordance with the following formula:
(a/b) (c) = d

a = lowest bid

b = second lowest bid

c = maximum points for cost category

d = number of points allocated to bid

Total points this proposal 150

University of Arkansas at Pine Bluff

Standard Terms and Conditions

SECTION 7 – STANDARD TERMS AND CONDITIONS

- Do not provide responses to items in this section.
1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the **University of Arkansas at Pine Bluff**.
 2. **ACCEPTANCE AND REJECTION:** The University of Arkansas at Pine Bluff **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the University and the State.
 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the University of Arkansas at Pine Bluff on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids shall not be considered under any circumstances. In responses to an Invitation for Bid or a Request for Proposal, bidder response in no way commits **UAPB** to pay any costs incurred in the preparation of the bid or response.
 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for **thirty (30)** days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
 5. **TYPE OF CONTRACTS/QUANTITIES:** There are two basic types of contracts awarded and/or administered by the **University of Arkansas at Pine Bluff Procurement Department**.
 - A) A **FIRM** Contract is one entered for the purpose of obtaining a fixed number of commodities and/or services to be delivered immediately upon receipt of award or at such other time(s) in such quantities as delineated in the contract. Quantities stated on firm contracts are actual requirements of the **University** on behalf of the ordering department.
 - B) A **TERM** Contract is one entered for the purpose of obtaining an estimated number of commodities and/or services during a definite period of time. The estimated quantities stated in the Invitation for Bid are not guaranteed, and the University may order more or less than the estimated quantity during the contract period. Contract award will be made through issuance of a University purchase order which will indicate the estimated quantities to be ordered along with the dollar expenditures. However, the Contractor is to make actual delivery only after receipt of a purchase order which will reference the purchase order number and will request a specific number of commodities and/or services.Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering department.
 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The University **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and UAPB may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function

properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.

8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to UAPB. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the Contractor.
10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from UAPB. Firm Contract: A written UAPB purchase order authorizing shipment will be furnished to the successful Contractor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering UAPB's designated location under normal conditions. If the Contractor cannot meet UAPB's delivery, alternate delivery schedules may become a factor in an award. The University of Arkansas at Pine Bluff **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, UAPB may buy elsewhere and any additional cost **shall** be borne by the Contractor.
14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of UAPB Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 5:00 p.m. Central Time, unless prior approval for other delivery has been obtained from UAPB Official. Packing memoranda **shall** be enclosed with each shipment. Vendor must include the cost and responsibility for inside delivery.
15. **STORAGE:** The ordering department is responsible for storage if the Contractor delivers within the time required and UAPB cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering requester after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize UAPB Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to UAPB Procurement and ordering department of the reason and he expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** UAPB assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the ordering department purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by UAPB. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of UAPB, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the UABP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold UAPB harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the

rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.

23. **OTHER REMEDIES:** In addition to the remedies outlined herein the contractor and the **University of Arkansas at Pine Bluff** have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS: The University of Arkansas at Pine Bluff** may cancel a contract to the extent funds are no longer available for expenditures under said contract. Any delivered but unpaid goods will be returned in normal condition to the contractor by the University. If the University is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods the contractor may file claim with the **Arkansas Claims Commission**. If the contractor has provided services and there are no funds legally available to pay for the services, the contractor may file claim also.
25. **CONTINGENT FEE:** The Contractor guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the **University of Arkansas at Pine Bluff** all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by **University of Arkansas at Pine Bluff** pursuant to this contract.
27. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.
28. **IRS TAX CERTIFICATION INFORMATION: The University of Arkansas at Pine Bluff** is a State Institution. It is an organization described in the Internal Revenue Code 170(b)(1)(A)(V), in that it is described in code 170©(1). The University also falls within Code 509(a)(1) in that it is an organization described in Code 170(b)(1)(A). The taxpayer ID# 71601-0030. No other **IRS** certification will be agreed to or stated by the University.
29. **MINORITY BUSINESS POLICY:** It is the policy of the State of Arkansas that Minority Business Enterprises shall have the maximum opportunity to participate in the State Purchasing Process. Therefore, the State of Arkansas encourages all Minority Businesses to complete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to subcontract portions of any State contract to Minority Business Enterprises.
30. **ALTERNATE BIDS:** Will not be considered, only one (1) bid response will be evaluated.
31. **OTHER AGREEMENTS:** There are no other contractual agreements other than what is stated and agreed to between the University of Arkansas at Pine Bluff campus and the successful contractor in this IFB, except for annual renewals. **TO BIDDER:** Any other agreement that the bidder wants signed by UAPB must be included with your bids response package. **Please Note:** Other agreement that conflict with the laws of the State of Arkansas shall require modification and in some cases deletion such sections would include **"indemnification and governing laws."** **If bidder is unwilling to make such deletions or modifications, no further consideration shall be given to his/her bid.**
32. **PERFORMANCE STANDARDS:** Act 557 of 2015 enacted by the Arkansas General Assembly requires that contracts include performance standards. By acceptance of this Purchase Order, the Contractor agrees to the performance of any technical/general services in a professional, comprehensive manner. This may include, but not limited to, ensuring milestone deadlines are met, and services are delivered in a professional, comprehensive manner, consistent with the contracted skill level. Any special performance standards outlined in any associated contract or agreement to this Purchase Order may be in addition to the above performance standards.